Every Mother Knows

Mrs. Jane Hopkins' Clothes

None on earth are better for school-boys. They're double seat and knee, and made with inseparable seams. The kind you need not make over every time your boy returns from school. You that have bought them we know will have no other. To-morrow we start them rolling.

Ten styles of All-Wool Cassimere Suits, ages 6 to 14, the big stores you pay \$2-

Handsome Scotch Plaid Suits, with reefer collars, 3 to thoroughly well made. At 8 years, 9 to 16 years, plain, in 12 patterns. At the big stores you pay \$3-

Here To-Morrow, \$1.24. Here To-Morrow, \$1.75.

Don't Take Our Word for It. Come and See.

BLUE GOLF CAPS...... 15c. BOYS' SCHOOL SHOES... 98c. The Above Are Specials for To-Morrow Only.

Boys' Long-Pants Suits, Ages 16 to 19.

wool fabrics-To-Morrow......\$4.50. Black and Blue 18-Ounce value 50c. to 75c. Clay Worsteds-To-Morrow...... \$6.98. Choice To-Morrow, 39c.

Children's Knee Pants.

We place on sale eighty Nobby Plaid Effects, in all- I dozen Knee Pants-manufacturers' samples. Range of

We Give Trading Stamps---Absolutely Free.

JACOBS & LEVY.

707 East Broad Street.

IN THE SOUTHWEST

THE DEMOCRATIC SENATORIAL NOMINEE IN FIFTH DISTRICT.

A Popular Man-An Error Corrected. On the Hunt for Him-Wytheville Personal and Social Notes-Briefs.

WYTHEVILLE, VA., September 18 .-(Special.)-Captain Thomas L. Tate, who was nominated here Thursday by the The Drought-Many Squirrels-Re-Democrats of this (Fifth Senatorial) district, was born in the lower end of this county, some ten miles from Wythefarmer and lives in Draper's Valley in Pulaski county, but frequently

Capiain Tate was at the battle of New Market as a cadet, but later joined the usually large hay crop harvested this well known in the district, especially to all classes of business people; is personally very popular; has an exceedinglarge family connection in this and Pulaski counties; is wide awake and a great "hustler," and will make a dangerous political opponent for any party pr man. 1 predict his election, though the district went Republican last year by some 600 votes.

The Dispatch's Pulaski City correspondent, in a recent letter in speaking of Mr. Waller S. Poage's candidacy for the Republican nomination for the State Senate in this district, said that he (Mr. Poage) was formerly Commonwealth's-Attorney of Wythe, under Democratic In this your correspondent is As a Democrat Mr. Poage was "Commonwealth's - Attorney Wythe" under Republican "regime." heavily-loaded wagon and the wheels passed over his body, inflicting injuries from which, it is thought, the unfortuate lad will die.

This immediate section was visited by a most welcomed rain to-day. It is to be hoped that the fearful drought, from which this entire section has been suf-fering for several weeks, is now over, It is believed here that the recent robberies committed in this place were the work of William Bondurant, the noted thief from Bristol, who was confined in fail at Roanoke, but he made his escape several weeks since. He is a bad, desperate character. He has been con-fined in the jails at Roanoke, Marion, Abingdon, Bristol, and Wytheville upon different charges, and made his escape from all of them except the one at Wytheville.

The officers here are constantly on the watch for him. He is a very young man and his parents are highly-respected peo-

John W. Gwyn, the Democratic candidate for the Legislature in the counties of Smyth and Bland, was in town this week. Mr. Gwyn lives at Chatham Hill, in Smyth county. It la extremely doubtful if he has any oppo-

James Ward properties, Crockett's Depot, have been sold again nd at \$9,100. They were bought in by cate. L. D. Leach and niece, Miss

Dr. A. D. Leach and niece, Miss Pritchard, have returned to their home, Mrs. Jane Pendleton and Miss Pendleton have gone on an extended visit to

Brooklyn. Baroness von Meysenberg and children, of New Orleans, after a visit of several years to Europe, have returned. and are now boarding at Mrs. Gordon

Repass's, on west Main street. The Baron accompanied his family to Wythe-ville and then went on to New Orleans, where he is Consul, representing the Austrian Government. They are well known here, having spent several sea-Misses Ella and Flora Stuart have re-

turned from a visit of several months to Europe, and are at their sister's, Mrs. rzie Gravely, near town. drs. W. A. R. Goodwin has returned her home, in Fredericksburg.

William Galvin, of Providence, R. I., is visiting relatives in this place.

Stabbed His Mother-In-Law.

DWALE, VA., September 18 -- (Special.) David Adams, a farmer of Line Creek tucky side, seriously, if not fatally, stab-bed his mother-in-law, Mrs. Jennie Adams, on Thursday. He also cut Miss Mary Adams, his sister-in-law, several times in the arms and legs. Your cor-respondent is not advised as to what the respondent is not advised as to what the says: "I have used it as a pleasant trouble came up over. Adams served a and cooling drink in fevers, and have the says: "I have used it as a pleasant trouble came up over. Adams served a says: "I have used it as a pleasant trouble came up over. Adams served a says: "I have used it as a pleasant trouble came up over. Adams served a says: "I have used it as a pleasant trouble came up over. Adams served a says: "I have used it as a pleasant trouble came up over. Adams served a says: "I have used it as a pleasant trouble came up over. Adams served a says: "I have used it as a pleasant trouble came up over. Adams served a says: "I have used it as a pleasant trouble came up over. Adams served a says: "I have used it as a pleasant trouble came up over. Adams served a says: "I have used it as a pleasant trouble came up over. Adams served a says: "I have used it as a pleasant trouble came up over. Adams served a says: "I have used it as a pleasant trouble came up over. Adams served a says: "I have used it as a pleasant trouble came up over. Adams served a says in the says is a say of the says in the says in

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county Court is in session at Clint-wood this week. The case of the Commonwealth against David Fleming, charged with felonlously striking his cousin, Tandy Fleming, in the face with rock, last spring, is being heard at this

It is unusually dry and hot here now. The creeks have nearly all dried up, so that it is difficult for stock to get water. All the grist-mills that were driven by water power have stopped, and most of our people flad it rather difficult to get their supplies of meal.

OUT IN HIGHLAND.

ligious-Personals.

MONTEREY, VA., September 18.-(Special.)-The drought, which set in about the ville, and is about 50 years old. He 1st of August, is still unbroken, and the at this season, are dry and parched, presenting more the appearance of Decem-

The indications now are that the un regular army and was promoted to the year will be in demand before spring year will be in demand before spring the strength of captain. He is more than time, as many farmers will have to beging feeding their stock in a few weeks. There is also a great scarcity of water in some localities, both for man and beast, and, in some instances, has to be hauled for long distances.

The sod has become so dry that on yesterday, in the suburbs of McDowell, a fire broke out from a burning brush-heap and destroyed four large hay stacks, a portion of the fence around th lumber, soon to be put into a new build-ing. It was with much difficulty that other property was saved.

The scarcity of mast in the mountains fields, and so numerous are they that some fields have been almost entirely destroyed by their inroads. The sports men of our town have during the fall had fine gunning, and hundreds of the without, however, showing any diminution in the overabundant ranks of the frisky game. In one instance, a young hunter found nine in a hickory-tree, eight of which he killed. A few rods away he discovered four on another tree, bagging the quartette at two shots. The second annual meeting of the Workers' Convention

closed here, was largely attended, there being present about sixty regularly elected delegates, apart from minister and visitors. The next session will be held at McDowell, the date to be fixed by the Executive Committee, consisting of Messys, John S. McNulty and S. W. Sterrett, Dr. H. H. and Hon. Charles P.

W. H. Woolf, assisted by Rev. A. Q. Flaherty, is now holding a revival service at the Methodist church, in this

Many of Highland's girls and boys after several weeks' recreation from the student's lamp, have returned to their respective places of learning throughout

Misses Phoebe D. Jones and Emma ensuing session of the Randolph-Macon Woman's College, at Lynchburg. Miss Bessie Jones, of Doe Hill, left at the same time to enter a Roanoke seminary. Edwin B. Jones, of Monterey, and Urlah and Jacob Hevener from the Randolph-Macon College, at Ashland, and the Randolph-Macon Academy,

at Front Royal, respectively.
Mr. Charles P. Jones, Jr., who has been spending a month with his parents, of this place, has returned to the Second Auditor's office, at Richmond, where

he holds a cierical position.

Dr. Arlie C. Jones, a young physician, from eastern Highland, has returned to his post at the University, at Charlottes-

J. Mc. Gwin has gone to attend the present term of the University of Vir-F. G. Mauzy and Clarence C. Jones

have gotten back from a business stay at Buckhannon and Beveriy, W. Va. Mrs. D. M. Kyle, from East Lexing-ton, is visiting relatives in Highland. Stockmen, Porter & Christy are making large shipments of cattle and sheep from Highland. People are realizing about one fourth advance for stock, when com-

'Cyclists Visited Petersburg.

A large number of Richmond wheelmen, as well as a number of lady 'cyclists, left yesterday for Petersburg to attend the blcycle race meeting held there, under the auspices of the Cockade 'Cycle Club.

A Cooling Drink in Fevers. Use Horsford's Acid Phosphate.

Dr. C. H. S. Davis, Meriden, Conn.

DECIDE MANY CASES.

SUPREME COURT HANDS DOWN LARGE BATCH OF OPINIONS.

BOOM LAND SALE FALLS THROUGH.

Representations Made by an Im-Have Been Misleading, and the Buyer Is Released from Obligation.

The following opinions were delivered by the Supreme Court of Appeals Staunton on Thursday: Commonwealth vs. Ashlin's Administra-

tor. Reversed. Opinion by Keith, P. Charles A. Scott, of Albemarie county, died in 1865, possessed of considerable real and personal estate. His widow, P. B. Scott, qualified as his administratrix, and in 1866 she, in her own right, as administratrix of her deceased husband, and as guardian of their infant children, filed a bill in the Circuit Court of Albemarle county for the administration of his estate, making all necessary parties defendant. Orders were entered convening the creditors, and such proceedings were had that after arduous litigadecided at the January term, 1890, the rights of the widow, distributees, heirs, and creditors were established.

Into this case came the Commonwealth by Morton Marye, Auditor of Public Accounts, and asked leave to file a peti-tion stating the death of Scott, the real estate of which Scott died seized, and the assignment of dower to his widow; that from 1883 to 1891 taxes had been ass seed upon this land, which were in arrears and unpaid, and that the land had been sold for taxes delinquent and in arrears, and purchased by the State, and all the formalities prescribed by statute having been strictly complied with, that the title to these tracts of and without the execution of a deed, and without the executor for vested in the Auditor for benefit of the Commonwealth, in section 663 of Code. The Commonwealth asked to be made a party defendant, but this the court refused, but permitted her to file her petition as party plaintiff.

The creditors answered the petition

The creditors answered the periods, saying that no part of the taxes calmed by the State accrued in the lifetime of Charles A. Scott; that he was indebted to respondents at the time of his death n large sums of money established by judgments and decrees set forth in the record of these chancery suits; that the widow and heirs of Scott had resisted the right of the creditors to have his real estate subjected to the payment of his clots, and that results the light of the creditors to have his real estate subjected to the payment of his debts, and that pending this litigation thus occasioned, the widow and heirs had retained possession of the land, had failed to pay the taxes thereon, and having suf-fered them to become delinquent, should now be compelled to pay them; that the purchase-money for the said lands would fall far short of satisfying the debts, and that it would be inequitable and unjust to divert any part thereof to the payment of taxes. They aver that the law gave them a lien on the land long before the taxes accrued, and that the Commonwealth, in buying, acquired a title which is subordinate to the right title which is subordinate to the right of the creditors. This view of the law was sustained by the Circuit Court, and thereupon the Commonwealth appealed to this court. THE COURT'S OPINION.

Held: The Code gives to the Common-wealth a lien for five years for land which taxes are assessed. Dusoid for its payment and the Common-wealth became the purchaser. By force of the statute the title vested in the Commonwealth as a result of the sale, so that there is no question in the case of the statute of limitations. The Com-monwealth, holding a lien, enforced it bestands now as a purchaser for value of the land upon which it rests. She had a lien, and the only complete lien that rested upon this property. The judg-ment spoken of in the decree appealed from were all obtained after the death served to ascertain the debt, have not the effect of judgments obtained during the lifetime of the defendant. It is true that the lands of which he died seized were assets for the payment of all his debts, whether reduced to judgment or not, but they were not liens in any proper sense of that term. The Com-monwealth having purchased the land, came into court and offered to relin quish her position as purchaser upon the payment of the sum due her for taxes. She could have rested upon her rights as purchaser, but voluntarily sub-mitted herself to the jurisdiction of the courts, and in thus relieving all con-cerned of any embarrassment in the astate upon the condition of having the with entire propriety, and the conduct of her officials, so far from being the subject of criticism, is worthy of commendation. Simmons vs. Lyle, 32 Gratt, 753; Thomas vs. Jones, decided at Wythe

CONTRIBUTORY NEGLIGENCE. Kimball & Fink, Receivers, vs. Friend's Administratrix. Affirmed. Opinion by Buchanan, J. Dissenting, Cardwell, J., and Keith, P.:

Friend was killed while crossing the track of the Norfolk and Western railroad, and there were the usual defences to the action for damages, Held: 1. Unless disclosed by plain-

tiff's evidence, or to be fairly inferred from all the circumstances of the case, the burden of showing that he is no exercising ordinary care and caution in approaching the crossing is upon the efendant, Baltimore and Ohio railroad vs. Whittingham's Administrator, 29 Gratt., 86; Improvement Company vs. Andrew, 86 Virginia, 273; Norfolk and

88 Virginia, 239. Whether he used due care is a ter of inferences, from facts to be found by a jury. Where a person is killed as a crossing, and the negligence of the company is established, in the absence of evidence to the contrary, the pre-sumption, though, perhaps, slight, is that the person did his duty in approaching the crossing. Otherwise, he would

have to prove not only company's negli contributory negligence. This, while the rule in Virginia. This case is differ-entiated from the Lacey case-94 Virginia-by the facts.

2. The erection of gates, gongs, etc. at railroad crossings to warn travellers loes not excuse them from the exercis

of ordinary diligence and care, but if the gate be open or the gong fall to sound, he is not held to such caution, as he therwise would be.

The question of negligence in such

case is peculiarly one for the jury. Car-rington vs. Ficklen's executor, 32 Gratt. 670; Richmond and Danville Railroad Company vs. Medley, 75 Va., 499. 3. The terms, "ordinary care," reasonable prudence, etc., are relative, and cannot be arbitrarily defined.

able men may fairly differ upon able men may larry differ upon the question of diligence, the determination of the matter is for the jury. Grand Trunk Railroad Company vs. Ives, 144 U. S., 417; Baltimore and Ohio Company vs. Griffith, 159 U. S. 600

MASTER AND SERVANT. Crescent Horeshoe Company vs. Eynon

Reversed. Opinion by Bushanan, J. Held: 1. Where there is a sufficient ause for the discharge of a servant, though not the inducing motive thereto, or even unknown to the master, the dis-charge is justified. An actual breach of to justify the discharge, and the master

5c. Unbleached Cotton,

121c. Heavy Double-Face Fleece Flannellette. 7c. Yard.

Never were we so busy as now. An immense stock at extremely low prices is the magnet that draws the crowds of eager buyers. Nowhere can you find such an immense lot of bargains. Nowhere can you equal our values.

DRESS GOODS--MATCHLESS OFFERINGS.

In new and very stylish effects, the prettiest Dress Goods weaving you ever saw, at prices that will be impossible to match even here a little later, as the new tariff plays havoc with Dress-Goods Prices.

At 7c. We offer a Double-Fold Mix Goods that usually sells at 121-2c., to-morrow they will be 7c.

At 25c. we offer All-Wool Mix Suiting, in all new colors, full width; also, 50-inch Cloth, in all colors. You will soon have to pay double the prices we ask for these goods. Now only 25c. yard.

At 39c. we offer 44-inch Serge, in all the newest shades, figures, and brocade mix goods. Other stores ask 50c. a yard; our price only 39c.

At 50c. we offer 54-inch English Cloth, 25 different shades to select from; All-Wool Novelty Tweed Checks, Irish Frieze Cloth, Imported Granite Cloth, and Navy Cheviot Serge, etc. Fifty per cent. advance is the price elsewhere; on these same grades our prices lower than ever; only, yard, 50c.

At 75c. we offer 54-inch All-Wool English Cloth Sulting, 46-inch; Needle Twill Covert Cloths, all shades, and 46-inch All-Wool Illuminated Cheviots; \$1.9 would be cheap for these goods. While these lots last you can have them at, yard, 75c.

At 31 we offer 46-inch Pompadour Cloth, 54-inch Frivoia Cloth. These are most fashionable goods of the season. It would be impossible to match at \$1.50 yard; our price is only \$1 a yard.

No tariff on these goods; the price has not advanced here, but we will not be able to match the prices that we are offer-

No tariff on these goods; the price has not advanced here, but we will not be able to match the prices that we are offer-

No tariff on these goods; the price has not advanced here, ing now later on:

At 121-2c.—29 pieces Figured Mohair, double fold and full width; the regular price 25c., in this sale 121-2c.

At 25c. we offer a 40-inch Brocade Wool Serge. Such bargain never was known before. We will sell as long as it lasts. And All-Wool Serge, Figured Mohair, etc., etc., for 25c, a yard.

At 39c.—All-Wool Serge, 44 inches wide. The Imperial kind is what we will offer at 39c.

At 50c. we offer an All-Wool Granite Poolin. Irish Frieze Cloth, 54-inch French Cloth, Silk-Finished Henrietta, and 44-inch Imported Serge. Nearly every one of them are worth double price, but we offer them at 50c, a yard.

At 75c.—We offer a 44-inch Imported Henrietta and Heavy English Serge at 75c. yard.

SILKS—NEW ARRIVALS DAILY.

SILKS—NEW ARRIVALS DAILY.

Challed Bornes Stripes, Brocades, Plain Poplins, Peau de Soles, Satin

They are coming by every train-Plaids, Roman Stripes, Ombre Stripes, Brocades, Plain Poplins, Peau de Soles, Satin

They are coming by every than They are coming by every than They are coming by every than Duchess, etc., etc.

For 39c., you can buy very special offerings to-morrow. A 20-inch Colored Satin Brocade, in all colors, for street and evening wear, for waist lining and trimmings, only, yard, 39c.

For 69c.—A nice quality All-Silk Figured Louisenne, new pattern, new colors, or All-Silk Changeable Taffeta, the heavy quality, for 69c.

For 31 we offer 27-inch Roman Stripes, New Plaids, Figures, and Brocade Taffetas. The regular price of these are \$1.25 and \$1.39, now, for yard, \$1.

BLACK SILKS.

BLACK SILKS.

For 50c.—27-inch Heavy Black China Silk. Heavy Cord Surah, and Black Taff eta. real value S9c., now, for yard, 50c.

For 89c.—24-inch Black Satin Duchess, Black Corded Brocade Silk, Black Brocade Satin Duchess, and Armures, over twenty different styles to select from. We guarantee these prices to be below competitors. To make us popular we will sell them for 89c.

A MANUFACTURER'S SALE OF SAMPLE BLANKETS.

A MANUFACTURER'S SALE OF SAMPLE BLANKETS.

New, Fresh Blankets at free-wool prices. Money saved and money gained.

We guarantee that you cannot match these prices.

We will lay your Blankets aside. We will accept small payments. Your money refunded if you can match these two special bargains in Blankets:

BLANKET BARGAIN No. 1.

Large-Size All-Wool Blankets, in White, Silver-Gray, and Red, size 62 by 75, weight 4 bounds, the regular, price 36; our unmatchable price, \$3.48. They are bound with silk tape.

BLANKET BARGAIN No. 2.

Extra-Large-Size All-Wool Blankets, in White, Silver-Gray, and Red, bound in silk tape, size 79 by 89, weight 5 pounds, regular price \$8.75, but our unmatchable price \$4.98.

FLANNELS—CANTON FLANNEL.

Buy now—save money! What we offer are bargains only obtainable here. No tariff prices here.

We ask your verdict on these Bargains. Can you match these prices?

7c. Unbleached Canton Flannel, 5-3-4c.
81-3c. Unbleached Canton, cannot be matched at such a price as 6-7-8c.
121-2c. Unbleached Canton, 9-3-4c.
Just as you see the Unbleached advertised at such low prices is the way we are selling Bleached ones.
17c. White Flannel, 121-2c.
All-Wool Flannel, real value 25c., our price 17c.
35c. Pure White All-Wool, Soft-Finish COMFORTS.

Can you match them at these prices? If you can your money refunded. Here

Notwithstanding the sharp advance in gries of Carpets during last week, we will continue to sell our present immense stock of Carpets at exceedingly low prices we have quoted right along.

FREE: All Carpets made, laid, and lined FREE THIS WEEK! 20 rolls Tapestry Brussels, in new colors and patterns, made, laid, and lined,

59c.
25 rolls of the Very Best Body Brussels, the colors and patterns are the pretiest you ever saw; made, laid, and lined, for S9c.
15 rolls Best Velvet Carpet, in the new Greens and other colors, worth double—made, laid, and lined—192c.
20 rolls of Ingrain Carpet, in new Brussels pattern, made, laid, and lined, 50c.
20 rolls of Wool-Chain Ingrain Carpet, made, laid, and lined, 39c.

GENTLEMEN'S FURNISHINGS.

89c. Heavy Ribbed Shirts, 50c.
The Pure Linen-Bosom Shirts, reinforced front and back, 50c.
50c. Linen-Bosom Shirts, 42c.
The Night-Shirts, 50c.
Many more bargains in Gentlemen's Furnishings you can find.

KID GLOVES.
All the new fall shades in the Greens, Blues, Tans, and Purple.
ART WORK.
New line of Guipure Work.
Stamped Centrepleces, the 25c, ki new designs, 10c.
SHEETS.

New line of Guipure Work. Stamped Centrepleces, the 25c. kind, in

Some special bargains to-morrow. The

TRUNKS.

They will be sold less than the manufacture prices.

Androscoggin Sheets, full size, 90x90, reduced price, 48c.

Pillow-Cases, 6 1-4c.

Bolster Slips, 25c.

price 17c.
35c. Pure White All-Wool, Soft-Finish
Flannel, 26c.
29c. All-Wool White Flannel, 22c.
All-Wool Red Twill Flannel, 25c.
39c. All-Wool Red Twill Flannel, 27c.
25c. All-Wool Red Plain Twill Flannel,
17c.

22c. Twill Blue Flannel, 17c CURTAIN STRETCHERS. e Gilray Curtain Stretcher is the reliable one. Usually sells for \$2.50, our price will be \$1.48 but our price will be \$1.48. WINDOW SHADES.

42c. Shades and all fixtures. These are no paper Shades, but good, Linen Shades. Special price, 25c.
Tec. Shades, 9 feet long, fixtures complete, made of best linen cloth; special 50c.

reason we could not give them was because it would be too late for this advertisement to go to press. Also, we will show a big line of Druggets at very low prices.

CAN YOU MATCH THESE PRICES Men's Pure Linen 4-Ply Collars, sizes, were Bec, now 3c. 121-2c. Silesia and Percaline, for sale S 1-3c.

Torchon Lace, 11-2 inches wide, Torchon Lace, 31-2 inches wide, for 4-

· A GREAT MANUFACTORY SALE

HAMBURGS AND SWISSES. Tetlow's Perfect Complexion Face

Meade & Baker's Mouth Wash, 17c

ottle.
Buttermilk Soap, Ic. cake.
Good Machine Cotton, 2c. spool,
25c. Ladies' Black Hose, 17c.
50c. Heavy Ladies' Fleece-Lined Ribblists, 25c.

rts, 25c. otton Batting, 4 pounds for 25c. c. Imported Bottle Bay Rum, be c. Cocoa Door-Mats, 25c. liver Belt-Pins, 1c. c. Waist-Sets, 3c.

20c. Walst-Sets, 3c.
50c. Dressmakers' Scissors, 25c
10c. Fine-Comb. 5c.
Electric Linen Floss, 1c. skein.
50c. Pocket-Book, 15c.
Knitting Cotton, 3- and 4-ply, 20c.

Bargains in these staple goods that are money-savers. They will interest every housekeeper in Richmond; 5c. Apron Gingham, 3c. 81-3c. Unbleached Jeans, 61-4c, 1-yard-wide Cotton, 31-2c. Remnants 81-3c. Bleached Mustin, 62-4c.

Remnants Unbleached Cotton. 4c.
Remnants Unbleached Cotton. 4c.
Remnants Unbleached Cotton. 21-2c.
10-4 Unbleached Sheeting, a special lot,
regular value 25c., this lot at 10c.
121-2c. Figured Flannellettes, 7c.
5c. Light Calico, 3-1-2c.
New Fall Prints, the newest patterns
and best quality, 5c.
81-3c. Shirting or Madras, 61-4c.
New line of Dark-Ground Percales,
Costume Cotton Cloth, worth 121-2c.
how 10c.

now 10c. Yard-Wide Bleached Cotton, better than Androscoggin, 6c. Androscoggin. 6c. 121-2c. Twill Flannel, 81-3c. 20c. Double-Fold Madras, 121-2c.

CURTAIN STRETCHER. The Gilray are the only pro-Stretcher. We are selling to \$1.48.

SCHOOL SUPPLIES.

SCHOOL SUPPLIES.

Large Pad, 1c.

Large-Size Covered Slate, 6c,
Ink-Pads, 5c.
100 Slate-Pencils, 1c.
Lead-Pencils, 4c.
Encased Slate-Pencils, 8c. dozen,
Extra-Large Pencil Tablet, 3c.
Rubber-Tin Lead-Pencils, 8c. dozen,
Sponges, 1c.
Suencerian Pen-Points, 7c. dozen,
Extra-Large Composition-Books, 5c.
Stafford's Best Ink, large bottle, 4c.
ROOM CARPUITS—ART DRUGGETS

ROOM CARPETS-ART DRUGGETS. Some call them Art Squares, n one piece with border all ar-have many new kinds you neve-fore. Several are in very artisti they come from far-nway Scot will show a big line of Druggets at very low prices.

BABY-CARRIAGES.

They must be sold. Come and see what a little money can do.

They must be sold. Come and see what a little money can do.

Persian Drugget, 7 by 10, \$1.75.

Julius Sycle & Son, The Corner Bargain Store, 201 and 203 East Broad St. Mail orders receive prompt attention.

an action for damages alleging wrongful

dismissal. 1 Minor's Inst., 212.
2. Failure to do the work for which he was employed in a reasonably skilful manner is just cause of discharge; but reasonable skill is all that is required without a profession of a higher skill, and a contract to do the work in the best manner. Wood on Master and Ser-

Affirmed. Opinion by Riely, J. Rison and associates bought land, expecting to sell it at a great profit to a company then forming, making the purchase wholly for themselves, not for transaction, the company, which was in no sense a party to the contract, acquired no right, and incurred no responsibility.

Held: Whatever may have been Rison's

Newberry Land Company vs. Newberry.

bought the land, or whatever his contract thereafter with between the company Rison's vendor relative to the land, or purchase by Rison and his ass action to recover the money so paid. MISTAKE IN DEED.

Max Meadows Land and Improvement Company vs. Bridges, et als. versed. Opinion by Buchanan, J. versed. Opinion by Buchanan, J. This was an exchange of land, foot for By mistake in the deed of exchange appellant conveyed 3,000 feet than it received. Transaction in 1890 and mistake not discovered till 1895. Trial court held that specific execution was then impossible, by reason of laying off of streets, etc., and because said lands had greatly depreciated in value since 1890, and decreed a specific sum a neation for the land not conveyed. Held: Before decreeing compensation the court should have ascertained through a commissioner, whether specific performance were practicable; if no pay the value of the deficit at the time exchange. Neither party can both

are entitled to the benefit of their contract, according to the values of the land when it was entered into. SECTION 2015 OF THE CODE. Newberry Land Company vs. Newberry,

Affirmed. Opinion by Riely, J. Action of covenant on an agreement in writing, to which the plaintiff was not a party; a contract inter partes, and a sealed instrument as to the defendant Demurrer to the declaration sustained. Held: The plaintiff cannot maintain the action. At common law a person could sue upon a deed poll, though not a party if it showed on its face that it made for his benefit. But this was was made for his benefit. But this was not so of a deed inter partes, which was available only to the parties thereto and privies. Jones vs. Thomas, 21 96; Stuart vs. James R. and Kan., 294; Ross vs. Milne and wife,

The statute in the Code of 1849, section 2415, of the present Code, does not abrogate this principle. Even if one of the objects of the statute was to abolish the distinction between these deeds, and to bring both within the common law rule applicable to deeds poll, it was clearly intended to change that part of th rule that only a person named or defi-nitely pointed out in a deed as the beneficiary can sue thereon, and this was not its effect. Unless a party to the deed, he must be plainly designated by it as the beneficiary, and the covenant or promise be for his sole benefit.

EQUITY JURISDICTION. Solenberger, &c., vs. Herr, &c. Affirmed.

Opinion by Riely, J. there got a decree against S. and wife, to subject her equitable separate estate to the payment of a note and bond, on which she was surety for her husband, and her lands were advertised by the sheriff for rent until the debts were paid. She and her husband, who is the trustee of her separate estate, filed their bills to compel Herr to acknowledge in writing that he held in trust for ner an interest in certain lands, which they charged he held under, a verbal trust, and to enjoin him from enforcing his detion of the trust. They do not charge his possession at the time the sale to that Herr has disclaimed the alleged trust, but has simply ignored it; nor do they seek to enforce it, but aver that enforcement is not now desired, but an advertisement of a private sale of the land was not greater then, or since, admission in writing of its existence is defendant company's lots to take place

is unwilling to make one, for a court of equity to restrain a creditor from enforcing payment of debts for which he has got a decree, or which the debtor admits to be just and due, until the creditor has acknowledged in writing his hibit C," represented Ivanhoe as being tor has acknowledged in writing his hibit C," represented Ivanhoe as being liability in another and wholly different at the junction of the North Carolina ex-

Cox vs. Cox. Affirmed. Opinion by Har-

Suit by A to recover from B. a resi dent of Memphis, temporarily in Wythe county, one half proceeds of sale of land for benefit of himself and A; and to se due B in said county.

Trial court held that B held land in

trust as alleged; reference to settle certain accounts between them to ascertain amount due A from B from the proceeds of sale.

Held, 1. The bill shows on its face proper matter for the jurisdiction of the court, and in such case no exception to furisdiction can be taken otherwise than by plea in abatement. Code, section 3260. No such plea having been filed it

would be now too late to raise the ques-tion, even if there had been valid objection to the jurisdiction.

There is no difficulty in reaching the conclusion that appellant B held this land in trust for the benefit, first, of his brother, M; secondly, for his father, as M's heir, and lastly, for the benefit of appellee, A, and himself in equal

"Whenever an estate is purchased in the name of one person and the conside ration is paid by another, a trust is created by operation of law in favor of the party paying the purchase money.

This rule has its foundation in the natural presumption, in the absence of all rebutting circumstances, that he who supplies the purchase money intends the purchase to be for his own benefit and not for another, and that the conveyance in the name of another is a matter of convenience and arrangemen between the parties for collateral poses, and this rule is vindicated by the experience of mankind." 1 Perry on Trusts, secs. 125-6.

RESCISSION.

Grosh vs. Ivanhoe Land and Improve-ment Company. Reversed. Opinion by Cardwell. This was a "boom" case. Grosh, the appellant, purchased of the Ivanhoe Land and Improvement Company Improvement Company through an agent of the company in the ity of Richmond in July, 1890, sevots in the town of Ivanhoe, county Wythe, at an average price of over \$300 per lot, paid one-third of the purchase money in cash and executed his notes at one and two years for the ferred payments, and gave a deed of trust to secure them. To the October term, 1893, of the Circuit Court of Wythe county, Grosh filed his bill against the Ivanhoe Land and Improvement Company and its trustee, for rescission of the contract; to rece the cash payment made by him for lots, and to have cancellation of his notes for the deferred payments and the deed of trust securing them, upon the ground that he was induced to enter into the contract solely upon the representations and promises made by the defendant company through its prespectus, advertisements, etc., and the denied fraud in the transaction, but adetc., contained in its prospectus, maps,

fendant company who sold the lots to the complainant had the advertisement

and man, "Exhibits C." and "J."

may plead such breach as defence to wanted for future use, if necessary. The July 15, 1890, at an average price of and which lots were assessed wanted for future use, if necessary. The alleged trust and the debts have no connection with one another, nor would an acknowledgment in writting be a defence against the debts, or would it have been an original defence before decree.

Held: The matters alleged constitute no ground for equity jurisdiction. No precedent can be found, and this court is unwilling to make one, for a court of a court of alleged trust and the debts have no connected the decree and the debts of would it have been an original defence before decree.

Held: The matters alleged constitute no ground for equity jurisdiction. No precedent can be found, and this court is unwilling to make one, for a court of a court of dwelling and avenues, and a great number of dwelling and business.

> tension and Cripple Creek extension of the Norfolk and Western railroad, and claimed it to be a great railroad junction in the heart of the greatest mining no creditors of the defendant district in Southwest Virginia; and among to be affected by a rescission statements made in the advertisement, it limestone quarries already being operated within the town; that the New River Mineral Company was already operating one furnace, while the Ivanhoe Iron Company, under the presidency of Jordon L. Mott, of the Mott-Haven Iron-rescission thereof, and to be placed within the town, that the way are already operating the contract of the contract to be placed by the contract to be p Works, of New York, had been organized | statu quo. for the purpose of erecting another fur-nace of large capacity; that the New mines, giving employment to a large num-ber of men; that the Ivanhoe Zinc Com-pany, with a capital of \$500,000, had purchased immense deposits of zinc ores at or near Ivanhoe, which they were developing, and would soon erect several large furnaces; that Ivanhoe, being only city on the south connection of North Carolina, had become the great distributing point for the immense cra-fields and agricultural and timber districts in Southwest Virginia and Western North fields, no place in Virginia greater advantages for woollen ton mills than Ivanhoe, and that through Shenandoah Valley railroad, the Cape Fear and Yadkin Valley railroad, and bill alleging that the property and Western railway placed Ivantee. markets of the North, South, East, and

WHAT THE COURT DECIDES. The opinion holds that instead of Ivanhoe being at the junction of the Cripple-Creek extension and the North Carolina extension of the Norfolk and Western railway, connecting with the Cape Fear and Yadkin Valley railroad in North Carolina, the evidence is conclusive that this representation had no foundation in fact, as the Cripple Creek extension of the Norfolk and Western railway was not in existence then or since, and that the Norfolk and Western railway extension, connecting with the Cape Fear and Yad-kin Valley railroad in North Carolina, was not then, and never has been, completed, nor was its completion even as-sured; and that Ivanhoe was, in fact, but a village at a station on the Norfolk and Western railway, with only a few miles of this branch under construction or completed south of Ivanhoe.

It further holds that the proof shows that the immense limestone quarries represented to be already in operation within the town were mere temp affairs, operated chiefly to supply stone for the use of the furnace of the New River Mineral Company; that instead of working eight extensive mines, the New River Mineral Company not at any time operating over half number; that the Ivanhoe Iron Company was but a myth, as such company had never been organized or chartered; that the Ivanhoe Zinc Company, with a capicontemplation, had not a dollar of sub-scribed capital and had never purchased a foot of land or a deposit of zinc-ore at or near Ivanhoe, etc., etc. The opinion then holds that it is not

of the representations of the company and the manner in which they were

made that the complainant was induced by them to make his purchase of the

admitted the agent had at the time ale to him was made, complainant

bill for the rescission of the cowas not filed until the fall of 18%. party have intervened, and that tion of the defendant company even been affected by the delay

The decree of the lower court ing the bill is reversed, and the entered such decree as the cour tract of sale of the seven lots tion to appellant, cancelling his appurchase money notes therefor, as deed of trust securing them; the appellant to reconvey the appellee, the Ivanhoe Land and Impr ment Company, and decreeing that latter pay to the former \$733 32, with

terest thereon from the 29th 1890, till paid, and the costs of this said NO JURISDICTION. Showalter vs. Rupe. Opinion by Card-

dently awarded. This suit was instituted by Appellee Rupe, against W. H. Showalter or pellant), W. J Showalter and C. whom the property really beloupon which appelles was ent lien for the amount of his debt decrees appealed from held the be fraudulent as to appelleo; the pellant held the property in the payment of the \$200 and due appellee, subject to a para lien of C. E. Elmore for the bala Held: That to relieve himself fro pellee, appellant has only to

vs. Figgate, 89 Virginia, 664; Hawkins vs. Gresham, 85 Do., 35. Trinity's Epworth League Service

less than \$500, this court has no

tion, and the appeal must be

as improvidently awarded.

To-Night. The Epworth League of Trinity Meihe invited. The following programme has

been arranged; 1. Song, "Onward, Christian Soldiers

2. Prayer by the pastor of Trinity.
3. Song, "Banner of the Cross."
4. Address by Rev. J. T. Mastin, pas-

of Trinity. Song, "Preach the Gospel." 5. Song, "Preach the Gospel.
6. Remarks by the president of the cague, Mr. E. H. Bell. 7. Song, "All Hall the Power of Jesus"

8. Benediction by the pastor. It is expected that this service will be interesting and instructive, and also increase interest in the live league of Trinity.

CASTORIA. Chat H. Fletcher

The fac-(my 26-W, F, & Su f r)